

AG Contract No. KR01 0099TRN  
ADOT ECS File No. JPA 01-10  
Project: H4900 01C  
Section: I-40B – Flagstaff Urban Boundary Luminaire  
Operation and Maintenance

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 2 MAY, 2001,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE  
OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and  
COCONINO COUNTY, ARIZONA, acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-334 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Incident to an improvement project on I-40B contemplated by the State, the County has agreed to operate and maintain approximately 25 new luminaires (roadway lighting) the State will install from the Flagstaff city limit North, to just North of the Townsend-Winona signal during the project, at an estimated annual cost to the County of \$2,675.00.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

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NO 246 04  
Filed with the Secretary of State  
Date Filed: 5/2/01  
Robert Boyles  
Secretary of State

Anna Martin

## **II. SCOPE OF WORK**

### **1. The State will:**

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate or resolve County review comments. Acquire any required permits for construction of the Project outside the State right-of-way.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the Contractor(s). Obtain County approval on any Project related construction contract modifications or force account work. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the State project.

d. Upon completion, approve and accept the Project on behalf of the parties hereto, and provide maintenance to the roadway, all at State expense.

### **2. The County will:**

a. Review the design documents and provide comments. Provide the State and/or the States contractor any required County permits.

b. Upon completion and acceptance of the Project by the State, provide electric energy to operate the luminaires, and maintenance, all at County expense.

## **III. MISCELLANEOUS PROVISIONS**

1. This agreement shall remain in force and effect until cancelled by either party or other competent authority, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Coconino County  
County Manager  
219 East Cherry Street  
Flagstaff, AZ 86001

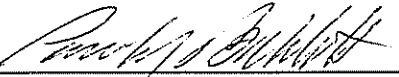
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCONINO COUNTY, ARIZONA

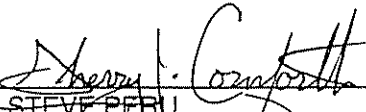
STATE OF ARIZONA

Department of Transportation

By   
ELIZABETH C. ARCHULETA, Chair  
Board of Supervisors  
Paul Babbitt 4-2-01

By   
WILLIAM J. HIGGINS  
Deputy State Engineer

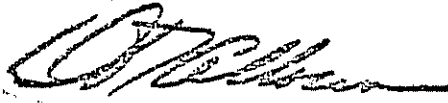
ATTEST

By   
STEVE PERU  
Deputy Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 22nd day of December 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Coconino County for the purpose of defining responsibilities for the design, construction and maintenance of new street lighting on I-40B.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

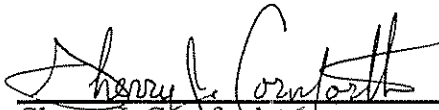
**COCONINO COUNTY  
STATE OF ARIZONA**

I, Sherry J. Cornforth, Deputy Clerk of the Coconino County Board of Supervisors hereby certify that the attached is a true and correct copy of the minutes for the Board Supervisors Regular Meeting held Monday April 2, 2001.

**CONSENT AGENDA ITEM #:**

26. Intergovernmental Agreement between Coconino County and Arizona Department of Transportation regarding 25 new luminaries (streetlights) from the Flagstaff City limit north, to just north of the Townsend-Winona signal. The State will install the streetlights, and Coconino County shall operate and maintain lighting at an estimated annual cost to the County of \$2,675.00. **Public Works**

**APPROVED ON UNANAMIOUS VOTE**



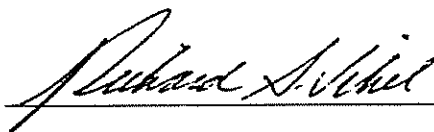
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Sherry J. Cornforth  
Deputy Clerk of the Board  
Coconino County Board of Supervisors

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27<sup>th</sup> day of MARCH, 2001.

A handwritten signature in cursive script, appearing to read "Richard A. Vothel", is written over a horizontal line.

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ. 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025  
FACSIMILE: (602) 542-4085


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR01-0099TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 26, 2001.

JANET NAPOLITANO  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:ggt

Enc.

680561